

OF69 - Rev 9/79
Office of Personnel
Management
FPM Chapter 334
EPA Version (06-97)

ASSIGNMENT AGREEMENT

Title IV of the Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, DC 20044

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

Copies of the completed and signed agreement should be retained by each signatory.

PART 1-NATURE OF THE ASSIGNMENT AGREEMENT

1. ☒ New Agreement ☐ Modification ☐ Extension

PART 2-INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Rivera-Ocasio, Evelyn

3. Social Security Number

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5. - A. Have you ever been on a mobility assignment?

☒ YES

☐ NO

5. - B. If "YES", date of each assignment (Month and Year)

FROM: 2-28-21

TO: 8-27-21

PART 3-PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Environmental Protection Agency, Region 2

7. State or local Government (Identify the governmental agency)

U.S. Virgin Islands, Department of Planning and Natural Resources

8. Is assignment being made through a faculty fellows program? If yes, give name of program.

☐ YES

☒ NO

PART 4-POSITION DATA

A-Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)

Ofc. of Regional Counsel

US EPA, Region 2

City View Plaza II - Suite 7000

#48 Rd. 165 km 1.2

Guaynabo, PR 00968-8069

10. Employee's Position Title

General Attorney

11. Office Phone No.

787-977-5859

12. Immediate Supervisor (Name and Title)

Eric Schaaf, Regional Counsel

B-Type of Current Appointment

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
[X] Career Competitive [] Other (Specify)	Indicates GS Level GS-14	State or Local Annual Salary	Original Date Employed by the State or Local Government
C-Position to Which Assignment Will Be Made			
Employment Office Name and Address (Building, Street, City, State and ZIP code) Division of Environmental Protection Virgin Islands Department of Planning & Natural Resources Charles Wesley Turnbull Regional Library 4607 Tutu Park Mall St. Thomas VI 00802		16. Assignee's Position Title Legal Counsel	17. Office Phone No. 340-774-3320
		18. Immediate Supervisor (Name and Title) Austin Callwood, Director Division of Environmental Protection Virgin Islands Department of Planning & Natural Resources	
19. Check Appropriate Box [X] On detail from a Federal agency [] On leave without pay from a Federal agency [] On detail to a Federal agency [] On appointment in a Federal agency		20. Period of Assignment (Month, Day, Year) FROM: 10/24/2021 TO: 1/23/2022	

PART 6-REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

In the wake of the devastating impacts of Hurricane Irma and Maria on the U.S. Virgin Islands (USVI), the volume of legal counseling and enforcement work that must be performed in order for the USVI's Department of Planning and Natural Resources (DPNR) to fulfill its responsibilities has increased. This IPA assignment will help DPNR, the USVI's environmental agency, handle this workload while also improving coordination between EPA Region 2 and DPNR. The assignment will also improve DPNR's ability to implement, in an effective and timely manner, environmental programs that EPA has delegated to DPNR or that EPA has authorized or approved DPNR to implement. In addition, it will improve DPNR's ability to properly and fully make use of monies issued to it under EPA grants and comply with the requirements of the relevant grant documents. By assisting DPNR in addressing environmental problems or violations at the Territorial level, the assignment will benefit EPA by, among other things, reducing the need for environmental matters in the USVI to be handled directly by EPA; and helping EPA gain more information about the environmental challenges facing the USVI and possible areas of emphasis for future collaboration, in addition to possible areas that may be appropriate for environmental enforcement efforts by EPA.

PART 7-POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

The assignee will spend 50% of her time on this IPA assignment, and the other 50% on her existing position in the Office of Regional Counsel (ORC) of EPA Region 2. Her IPA duties will include, among other things:

- Processing notices of violation of rules and regulations for all program areas, particularly in the Territorial Pollution Discharge Elimination System (TPDES) program;
- Completing DPNR's pesticides regulations;
- Putting a new Construction General Permit in place for the TPDES program;
- General contract/language support;
- Helping to mentor new attorney(s) hired by DPNR relating to EPA-specific methods, processes and procedures.
- Representing DPNR in meetings, communications or other engagements with the federal government with regard to any substantive federal program, except as provided in the Addendum to this Agreement.

The job description is attached.

PART 8-EMPLOYEE BENEFITS

23. Rate of Basic Pay

\$123,402 per annum

24. Special Pay Conditions *(Indicate any conditions that could increase the assigned employee's compensation during the assignment period)*

N/A

25. Leave Provisions *(Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)*

The employee will retain accrued annual and sick leave and will continue to earn annual and sick leave granted under the Federal system. Annual and sick leave balances are transferable to and from assignments. The employee is subject to forfeiture of the part of annual leave balance which exceeds 240 hours at the end of each leave year. Because the employee will be working 50% of her time on this IPA assignment, and the other 50% on her existing position in the Office of Regional Counsel of EPA Region 2, the employee, her EPA supervisor and her DPNR supervisor will agree on a designated part of the work day (morning or afternoon) when the employee will work on the IPA assignment, with the other half of the day being devoted to her ORC duties. Any absence requests by the employee will then be handled as follows: (1) absence requests for time when the employee is scheduled to be working on her ORC duties will be submitted to the EPA supervisor through PeoplePlus (PPL) in the normal fashion; (2) for time when the employee is scheduled to be working on the IPA assignment, the employee should submit a leave request in PPL and also use documentation provided by DPNR for requesting leave. Once approved by the DPNR supervisor, either DPNR or the employee should communicate this to the EPA supervisor by providing a copy of the approved leave documentation or the DPNR supervisor sending an email acknowledging approval; such documentation or email should be sent to the EPA supervisor by the second Wednesday of each pay period. At the time that the EPA supervisor receives notification that the leave request was approved by DPNR, the EPA supervisor may approve the leave request entered in PPL and should ensure the leave is reported in the PPL timesheet accurately.

PART 9-FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*

The assignee will not relocate for this assignment. If both EPA and VIDPNR determine that it is necessary and appropriate (including by taking into account the COVID-19 Pandemic) for the assignee to travel for this assignment, EPA agrees to pay a proportional share of the employee's travel and transportation expenses through resources awarded under the FY 2022/2023 Performance Partnership Grant and other agreements identified by VIDPNR, as applicable. This IPA agreement is incorporated by reference and is part of the grant agreements supporting the assignee's travel costs, if any. EPA will continue to assume responsibility for the employee's salary and benefits, because of the financial inability of VIDPNR to bear those costs and because the assignee will spend 50% of her time performing her EPA job.

27. State or Local Government Agency Obligations

VIDPNR agrees to pay all mission-related travel and transportation costs which it initiates. Additionally, in the event travel is necessary during a period for which the designated EPA grants have not yet been awarded or have expired, VIDPNR agrees to pay the travel and transportation costs that would have otherwise been supported by the grants.

PART 10-CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

FERNE MOSLEY

Digitally signed by FERNE
MOSLEY
Date: 2021.10.13 11:00:37 -04'00'

[X] 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not in advertently arise during this assignment.

[X] 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11-OPTIONS

30. Indicate coverage of "N.A." if not applicable

A. Federal Employees Group Life Insurance

[X] Covered [] N.A.

B. Federal Civil Service Retirement

[X] Covered [] N.A.

C. Federal Employee Health Benefits

[X] Covered [] N.A.

31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal Agency to a State or local Agency.)*

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

The employee will continue to receive all other benefits associated with her position at U.S. EPA; this includes elected benefits partially or fully paid for by the employee as well as benefits partially or fully provided by U.S. EPA as the employer.

PART 12-TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or Local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

The assignee will not relocate for this assignment. If both EPA and VIDPNR determine that it is necessary and appropriate (including by taking into account the COVID-19 Pandemic) for the assignee to travel for this assignment, the Agency will pay a proportionate amount of the cost of travel and transportation to and from the U.S. Virgin Islands and lodging, rental car and per diem in the USVI during the period of this assignment. The amount that the agency will provide is proportionate to the work of the individual relative to U.S. EPA grant programs. EPA's share of these costs will be funded with grant resources provided to DPNR under the designated grants, which incorporate this IPA agreement. DPNR will pay the remainder of the travel costs and the costs for all travel that DPNR requires of the IPA assignee. As stipulated in Part 9 above, EPA's share of the costs will be funded with grant resources provided to DPNR under the FY 2022/2023 Performance Partnership Grant and other agreements identified by VIDPNR, as applicable. Additionally, in the event travel is necessary during a period for which the designated EPA grants have not yet been awarded or have expired, VIDPNR agrees to pay the travel and transportation costs that would have otherwise been supported by the grants.

PART 13-APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

☒ YES A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

☐ Yes, with exceptions attached

☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

☒ C. I have informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

☒ D. I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.

☒ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment, unless EPA waives the repayment.
(For Federal employees only)

PART 14-CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

U.S. Virgin Islands Department of Planning and Natural Resources

36. Date (Month, Day, Year)

From:

10/24/21

To:

01/23/2022

37. Signature of Assigned Employee

Rivera-Ocasio, Evelyn

Digitally signed by Rivera-Ocasio,
Evelyn
Date: 2021.10.12 09:32:37 -04'00'


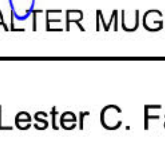
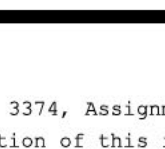
38. Date of Signature (Month, Day, Year)

10/12/2021

PART 15-CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will resume working full-time in the same position she occupied at the time this agreement was entered into.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature (Month, Day, Year)
State of Local Government Agency	39. 	40. Jean-Pierre L. Oriol, Commissioner Virgin Islands Department of Planning & Natural Resources	41. 10-18-2021
Federal Agency	42.  WALTER MUGDAN Digitally signed by WALTER MUGDAN Date: 2021.10.14 18:19:18 -04'00'	43. Walter Mugdan, Acting Regional Administrator EPA Region 2	44. 10/14/2021
Headquarters Concurring Official	45.  Lester C. Facey Digitally signed by Lester C. Facey Date: 2021.10.21 14:25:39 -04'00'	46. Lester Facey EPA IPA Coordinator	47. 10/21/2021

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employee To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.